THE CITY OF WATERTOWN
PARKS, RECREATION, & FORESTRY

WATERTOWN PARKS, RECREATION, & FORESTRY DEPARTMENT
514 S. First St.
Watertown, WI 53094
920-262-8080

2027 CONDITION OF FACILITY USE AGREEMENT

Organization Name	
Contact Name	
Contact Phone #	
Contact Email	

This contract applies to all renters of ~~diamond/field/court/complex~~ Parks, Recreation, and Foresty facilities in the City of Watertown; and whereas the organization name listed above will be hereinafter referred to as "the Renter" or "Renters," and the Watertown Parks, Recreation, and Forestry Department referred to as "the Department."

CONDITION OF FACILITY USE

A Condition of Facility Use Agreement may be signed by the Renter indicating monetary donations to the Department wherein regular rental fees are waived. Agreements are to be approved by the Park, Recreation, and Forestry Director and Commission before facility use contracts will be accepted ~~for the following year.~~

~~Donation~~ Donated monetary funds and their uses must be agreed upon within this agreement by both the Department and Renter, and ~~may or may not be~~ must equal ~~to~~ the actual sum of the regular rental fees ~~which would be waived~~. In-kind donations will not be accepted.

FACILITY USE PAYMENT

Renters must pay the estimated facility use donation amount at the time the rental agreement is signed. After the season or rental period has ended, actual facility use will be reviewed, and the final donation amount will be calculated.

- If actual use is greater than the estimated amount, the Renter will be billed for the additional balance.
- If actual use is less than the estimated amount, a credit will be issued to the Renter.

Additional supplies and equipment the Department agrees to provide during facility use, including during practices, games, and tournaments, will be charged to the Renter. ~~Also,~~ Any additional cost of cleanup required by the Department due to the operation of the Renter's events will be billed to the Renter in accordance with the Parks, Recreation, and Forestry Fee Schedule.

FACILITY UPGRADES

All donated monetary funds will be utilized for ~~diamond/field/court/complex~~ Parks, Recreation, and Forestry facility maintenance and upgrades. The list below includes upgrades noted by the Department and ~~current~~ Renters which may be purchased using donation funds.

1. BQ/Washington – restroom restoration
2. BQ/Washington - irrigation
3. BQ/Washington/Riverside - lighting
4. BQ/Washington – concession stand renovation
5. BQ/Washington – playground renovation
6. BQ/Washington – diamond restoration
7. BQ/Washington – batting cages
8. BQ – fences
9. BQ – restroom at field 0
10. BQ – drainage between diamonds
11. Riverside Volleyball
12. BQ Tennis Courts

UPGRADE SUGGESTION & DONATION AMOUNT

Upgrade Suggestion:_____

(Please attach any supporting documentation, quotes, etc.)

Estimated Donation Amount:_____

End of Season Actual Use Amount:_____

Balance/Credit Due:_____

INDEMNIFICATION

Neither the Commission, the City of Watertown, or the Director of the Parks, Recreation, and Forestry Department, nor his/her agents shall be liable, and the Renter waives all claims for damages to persons or property sustained by the Renter or any occupant of the premises resulting from an accident occurring in or about the Premises resulting from the disrepair of any part of the Premises or resulting from an act or negligence of any tenant occupant, or any other person, including the Commission's agent.

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Renter shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the defense of any claim asserted or imposed upon the municipality, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties. The Renter shall also name as additional insureds on its general liability insurance the City, its officers, agents, employees, and any independent contractors hired by the City. The Renter shall provide evidence of the same upon request by the City.

AGREEMENT

I, as the Renter, have read the preceding information and agree to abide by the policies and procedures as set forth by the department.

_____ _____

Renter Signature Date

Approved by agent of the department.

_____ _____

Signature Date